

MORRISON & HECKER L.L.P.

ATTORNEYS AT LAW

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Washington, D.C. 20036-3816
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May 22, 2001

REC'D TN
REGULATORY AUTH.

*01 MAY 29 PM 12 52

OFFICE OF THE
EXECUTIVE SECRETARY

01-00463

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

Re: St. Andrews Telecommunications, L.L.C. (Company ID. No. 0128407)

Request for Approval of (1) Merger and (2) Transfer of the Certificate to Provide
Operator Services and/or Resell Telecommunications Services in Tennessee
Tariff

Dear Mr. Waddell:

The purpose of this letter is to request the approval of the Tennessee Regulatory Authority (the "Authority") of (1) the merger St. Andrews Telecommunications, L.L.C. ("St. Andrews, L.L.C.") into St. Andrews Telecommunications, Inc. ("St. Andrews, Inc.") and (2) the transfer of the Certificate to Provide Operator Services and/or Resell Telecommunications Services (the "Certificate") from St. Andrews, L.L.C. to St. Andrews, Inc.

By way of background, St. Andrews, L.L.C. was duly formed on February 20, 1996 under the laws of the State of Kansas. St. Andrews, L.L.C. filed an application with the Authority to obtain the Certificate as a reseller of telecommunications services and/or operator services provider in Tennessee. The application included rate and tariff pages and rules and regulations tariff pages. See Attachment A. On September 14, 1999, in the Order in Docket 99-00590, the Authority granted St. Andrews, L.L.C.'s application for the Certificate and approved St. Andrews L.L.C.'s Tariff.

SAT Corporation, Inc. ("SAT") was formed on July 18, 2000 under the laws of the State of Kansas. On August 1, 2000, officers of St. Andrews, L.L.C. and SAT executed a Certificate of Merger acknowledging the merger of St. Andrews, L.L.C. into SAT. See Attachment B.

Clanton Enterprises, Inc. ("Clanton") was formed in Nevada on August 17, 1999. On June 30, 2000, with the written permission of St. Andrews, L.L.C., Clanton changed its name to "St. Andrews Telecommunications, Inc." St. Andrews, Inc. is in good standing in the State of Nevada. See Attachment C. St. Andrews, Inc.'s registered agent in the state of Nevada is Gateway Enterprises, Inc. On November 1, 2000, officers of SAT and St. Andrews, Inc. caused Articles and Certificate of Merger, acknowledging the merger of SAT into St. Andrews, Inc., to

Tennessee Regulatory Authority
Attention: David Waddell
May 22, 2001
Page 2

be filed with the Secretary of State for the State of Kansas. **See Attachment D.** St. Andrews, L.L.C. cancelled its qualification to do business in Tennessee effective December 27, 2000. On that same day, St. Andrews, Inc. was authorized to transact business in Tennessee. **See Attachment E.**

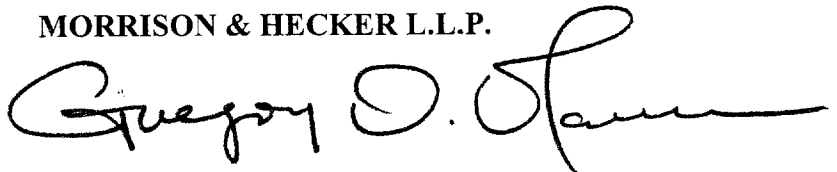
St. Andrews, Inc.'s operational plans are exactly the same as St. Andrews, L.L.C.'s. This includes a plan to provide direct dial (1+) service, inbound toll-free number service and travel card services for communications originating and terminating within the State of Tennessee. The same managers, directors, officers and technical experts that directed the operations for St. Andrews, L.L.C. now direct the operations of St. Andrews, Inc. We hereby provide certain basic and key personnel information about St. Andrews, Inc., including information about its officers. **See Attachment F.** A revised Tariff reflecting the appropriate changes is hereby submitted. **See Attachment G.** We also attach a recent set of financial statements for St. Andrews, Inc. **See Attachment H.** Based on the foregoing, St. Andrews, Inc. hereby requests the Authority to approve the merger of St. Andrews, L.L.C. into St. Andrews, Inc., and the transfer of the Certificate to St. Andrews, Inc.

I have enclosed a check in the amount \$25 for the filing fee, 12 additional copies of this filing as required by the Authority and one return copy (without attachments) for our records. Will you please file stamp the return copy as received, and return it to me in the enclosed self-addressed, stamped envelope.

I thank you in advance for your prompt attention to this matter. Please refer all questions to undersigned counsel at the above-referenced address or telephone number (or Marc Elkins, Esq. at (816) 691-2600).

Very truly yours,

MORRISON & HECKER L.L.P.

A handwritten signature in black ink, appearing to read "Gregory O. Olaniran", written in a cursive style.

Gregory O. Olaniran

Enclosures

cc: Marc Elkins (w/o attachments)
Allen Fender (w/o attachments)
Erin Marshall (w/o attachments)

TENNESSEE

ST. ANDREWS TELECOMMUNICATIONS, INC.

ATTACHMENT A

**(INITIAL APPLICATION TO PROVIDE OPERATOR SERVICES
AND/OR RESOLD TELECOMMUNICATIONS SERVICES)**

STOCKWELL & BRINGUS, L.C.

ATTORNEYS AT LAW

1311 WAKARUSA DRIVE, SUITE 2100, LAWRENCE, KS 66049-3830

PHONE (785) 842-1359

FACSIMILE (785) 842-1361

SCOTT C. STOCKWELL

DIANE M. BRINGUS

Monday, July 12, 1999

Scott Trout
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

copy

RE: St. Andrews Telecommunications, L.L.C.

Dear Mr. Trout,

Enclosed please find St. Andrews Telecommunications, L.L.C.'s application for a certificate to resell interexchange telecommunications services in the state of Tennessee. This packet consists of the original application, one copy of the application and a check in the amount of fifty dollars (\$50.00) for the application fee.

If you have any questions or I can be of any further assistance, please do not hesitate to contact me.

Sincerely,


Stockwell & Bringus, L.C.
by Scott C. Stockwell

pc: file, St. Andrews Telecommunications, L.L.C.

Enclosures: applications and fee

BEFORE THE REGULATORY AUTHORITY OF THE STATE OF TENNESSEE

In the matter of the application of
St. Andrews Telecommunications, L.L.C.,
for a certificate to resell interexchange
telecommunications services

)
)
)
)

Docket No.

COPY

APPLICATION

Comes now August John LaRocca of St. Andrews Telecommunications, L.L.C., a Limited Liability Company representing its intention to engage in the business of an Interexchange Service Provider in the State of Kansas under the business name of St. Andrews Telecommunications, L.L.C., in the State of Tennessee, and making claim that public convenience will be thereby promoted. Said applicant, for purposes of verification and in evidence of fitness to operate, offer(s) the following information in support of the application:

1. The legal name and principal office or place of business of the Applicant are:

St. Andrews Telecommunications, L.L.C.
1611 St. Andrews Drive, Suite D
Lawrence, Kansas 66047
(785) 832•2121

A copy of Applicant's Articles of Organization and certificate of authority from the Tennessee Secretary of State to transact business in Tennessee are attached hereto as Exhibit I.

2. The name and Address of Applicant's attorney is:

Kansas
Scott C. Stockwell
Stockwell & Bringus, L.C.
1311 Wakarusa Drive, Suite 2100
Lawrence, Kansas 66049-3830
(785) 842•1359
Kansas Bar # 12220

3. Applicant is a wholesale and retail provider of interexchange telecommunications services within Tennessee including 1 + interstate & intrastate long distance, 800 inbound & outbound long distance, and private line facilities. Applicant proposes to provide service to prospective business and residential customers throughout the state of Tennessee. At present, Applicant is a non-facilities based interexchange carrier reselling wholesale services. Applicant currently designates Qwest Communications International, Inc., as it's underlying carrier.

4. Applicant will bill its customer directly. Attached as Exhibit II is a copy of applicant's sample bill.
5. Applicant plans to market services using Applicant's own employees to directly contact prospective customers. Applicant will not utilize telemarketing services.
6. Applicant requires a letter of authority to change a customer from his or her presubscribed carrier to Applicant. Once Applicant has received such written authorization, the request is sent to Applicant's underlying carrier, who changes the customer's presubscribed carrier to SAT.
7. Applicant has the experience in the telecommunications industry and the technical and financial resources to provide telecommunications services within Arkansas. A brief description of the qualifications and experience of the Officers is attached as Exhibit III. Applicant's balance sheet and income statement are attached as Exhibit IV.
8. Applicant's draft tariff is attached as Exhibit V. The proposed tariff contains the rules and regulations applicable to its customers, a description of the services offered, and a list of rates associated with such services.
9. Applicant is not authorized to operate in any state at this time. Applicant has never been denied authority to operate in any state.
10. Correspondence or communications pertaining to this Application should be addressed to:

Scott C. Stockwell
Stockwell & Bringus, L.C.
Counsel for St. Andrews Telecommunications, L.L.C.
1311 Wakarusa Drive, Suite 2100
Lawrence, KS 66049-3830
(785) 842-1359

11. St. Andrews Telecommunications, L.L.C.'s members:

August John LaRocca - Manager/CEO
1611 St. Andrews Drive, Suite D
Lawrence, Kansas 66047

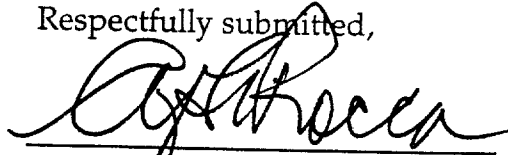
Allen T. Fender - President
1611 St. Andrews Drive, Suite D
Lawrence, Kansas 66047

Erin K. Marshall - Director of Operations
1611 St. Andrews Drive, Suite D
Lawrence, Kansas 66047

Sally J. Hershberger - Manager
1611 St. Andrews Drive, Suite D
Lawrence, Kansas 66047

WHEREFORE, Applicant respectfully requests that the Tennessee Regulatory Authority grant it a Certificate of Public Convenience and Necessity to provide interexchange telecommunications services within the State of Tennessee.

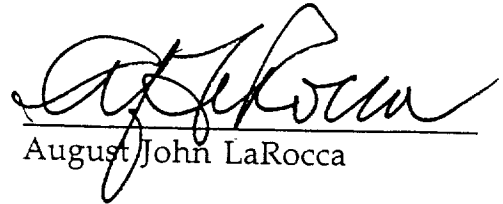
Respectfully submitted,

A handwritten signature in black ink, appearing to read "A. LaRocca", written over a horizontal line.

August John LaRocca
St. Andrews Telecommunications, L.L.C.
1611 St. Andrews Drive, Suite D
Lawrence, Kansas 66047

VERIFICATION

I, August John LaRocca, Manager of St. Andrews Telecommunications, L.L.C., verify that the contents of this application are true and correct to the best of my knowledge and belief.



August John LaRocca

Subscribed and sworn to before me the 12th day of July, 1999 by Sally J. Hershberger.

Geri F. Santa Cruz
Notary Public

My appointment expires: May 3, 2003

Exhibit I
St. Andrews Telecommunications, L.L.C.
Articles of Organization and
Certificate of Authority to Transact Business in Tennessee as a
Foreign Limited Liability Company

Amended and Restated Articles of Organization of
ST. ANDREWS TELECOMMUNICATIONS, L.L.C.

Originally organized as CARDSERVICE MID AMERICA, L.L.C., filed on February 20, 1996. These Amended and Restated Articles of Organization are duly executed and filed in compliance with the provisions of KSA 17-7635.

ARTICLE I
Name

The name of the Limited Liability Company shall be ST. ANDREWS TELECOMMUNICATIONS, L.L.C. ("Company").

ARTICLE II
Duration

The duration of St. Andrews Telecommunications, L.L.C., shall be perpetual or until dissolved by operation of statute or the organizational documents.

ARTICLE III
Purpose

The Company is organized to engage in and do any lawful act concerning any and all lawful business, other than banking or insurance, for which Limited Liability Company might be organized. The Company will loan certain properties investment in accordance with the provisions of these articles.

ARTICLE IV
Registered Office and Resident Agent

The address of the Company's registered office in Kansas is c/o 1611 St. Andrews Drive, Suite D, Lawrence, Kansas 66047. The name and address of the registered agent of the foregoing registered office in Kansas is: August John LaRocca

ARTICLE V
Cash and Property Value

The total amount of cash and description and agreed value of property other than cash contributed is: as set forth in the minutes of the Company.

COPY

FILED
SECRETARY OF STATE
KANSAS

99 JUN 11 PM 4 17

ARTICLE VI
Additional Contributions

The total additional contributions, if any, agreed to be made by all members and the times at which or events upon the happening of which they shall be made: Additional contributions shall be made at such times and in such amounts as may be agreed by the Company and/or the members as provided in the Operating Agreement of the Company.

ARTICLE VII
Additional Members

The right, if given, of the members to admit additional members, and the terms and conditions of the admission: Additional members may be admitted at such times and on such terms and conditions as members whose contributions to the Company in the aggregate comprise at least fifty-one percent (51%) of total contributions to the Company may agree and as provided in the Operating Agreement of the Company.

ARTICLE VIII
Right to Continue Business

The right, if given, of the remaining members of the limited liability company to continue the business on the death, retirement, expulsion, bankruptcy, or dissolution of a member or occurrence of any other event which terminates the continued membership of a member in the limited liability company: The remaining members of the Company may continue the business upon the termination of membership of a member in the Company upon fifty-one percent (51%) agreement and as provided in the Operating Agreement of the Company.

ARTICLE IX
Management

The Company is to be managed by a Board of Managers and the names and addresses of the Managers who are to serve as Managers until the first annual meeting of members or until their successors are elected and qualified are as follows:

Sally J. Hershberger 2214 Greenbrier Drive, Lawrence, Kansas 66047

August John LaRocca 3300 Riverview Road, Lawrence, Kansas 66049


ARTICLE X
Other Provisions

Any other provision for the regulation of the internal affairs of the limited liability company:

1. The Company shall indemnify an individual made a party to a proceeding because he is or was a manager, officer, employee or agent of the Company against liability incurred in the proceeding if:
 - a) He conducted himself in good faith, and
 - b) He reasonably believed that his conduct was in or at least not opposed to the Company's best interest; and
2. The Company shall pay for or reimburse the reasonable expenses incurred by a manager, officer, employee or agent of the Company who is a party to a proceeding in advance of final disposition of the proceeding if:
 - a) The individual furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described herein;
 - b) A determination is made that the facts then known to those making the determination would not preclude indemnification under the law.
3. The indemnification and advance of expenses authorized herein shall not be exclusive to any other rights to which any manager, officer, employee or agent may be entitled under any By-Law, agreement, vote of members or disinterested managers or otherwise. The Articles of Organization shall not be interpreted to limit in any manner the indemnification or right to advancement for expenses of an individual who would otherwise be entitled thereto. These Articles of Organization shall be interpreted as mandating indemnification and advancement of expenses to the extent permitted by law.
4. The principal place of business of the Company shall be at 1611 St. Andrews Drive, Suite D, Lawrence, Kansas 66047, or at such other place as the members from time to time may agree.
5. Any member owning fifty-one percent (51%) or more of the interest in the Company shall have the right to, in concert with the Board of Managers, select investments for the Company and make decisions concerning the purchase, management and sale of such investments.
6. The Company may pursuant to its Operating Agreement, authorize one or more officers.

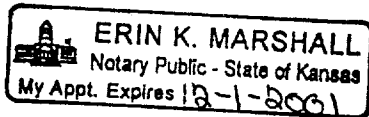
IN WITNESS WHEREOF, the undersigned, being all of the members of the Company hereby execute these Amended and Restated Articles of Organization as of the 10 day of June, 1999.

ST. ANDREWS TELECOMMUNICATIONS, L.L.C.


August John LaRocca

STATE OF KANSAS)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledges before me on this 10th day of June, 1999, by August John LaRocca, Manager of St. Andrews Telecommunications, L.L.C., for and behalf of such limited liability company.




Notary Public

My appointment expires:

FILED

Application for a Certificate of Authority to Transact Business in Tennessee

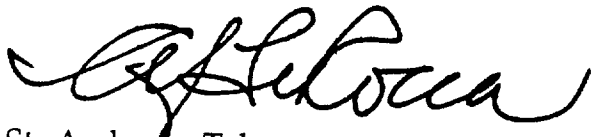
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STATE OF TENNESSEE
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RILEY
SECRETARY OF STATE

COMES NOW, St. Andrews Telecommunications, L.L.C., and hereby submits this Application for a Certificate of Authority to Transact Business in Tennessee to the Division of Business Services of the Secretary of State. In support of its Application, the Applicant states the following:

- COPY
1. The Applicant's registered name is St. Andrews Telecommunications, L.L.C.
 2. The Applicant was organized in the State of Kansas on February 20th, 1996.
 3. The Applicant's principal executive office within the State of Kansas is located at 1611 St. Andrews Drive, Suite D, Lawrence, Kansas 66047.
 4. The name of the registered agent required to be maintained within the State of Tennessee is National Registered Agents, Inc., and the address of the registered agent is 1912 Hayes Street, Nashville, Tennessee 37203.
 5. At the date of filing, the Applicant has three members.
 6. A Certificate of Good Standing from the Secretary of State of Kansas is included with this Application

The Applicant further states that the requirements of the Tennessee Limited Liability Company Act for an Application of this nature have been met and prays that a Certificate of Authority to Transact Business in Tennessee be granted.

Respectfully submitted on this 16th day of June, 1999,



St. Andrews Telecommunications, L.L.C.
by: August John LaRocca, Manager/CEO

Exhibit II
St. Andrews Telecommunications, L.L.C.
Sample Bill

**St. Andrews
TeleCommunications**

Account Summary

Previous Balance	\$0.00
Long Distance Charges	\$345.23
Monthly Charges	\$18.00
Payments & Credits	\$0.00
Taxes and Fees	\$76.49
Finance Charges (Due to periodic rate)	\$8.80
New Balance	\$449.72

Date	Description	Amount
Apr 1	Charge - Monthly 800 Service Charge for (888) 290-9901	\$2.00
Apr 1	Charge - Monthly 800 Service Charge for (888) 290-9908	\$2.00
Apr 1	Charge - Monthly 800 Service Charge for (888) 290-9960	\$2.00
May 1	Charge - Monthly 800 Service Charge for (888) 290-9901	\$2.00
May 1	Charge - Monthly 800 Service Charge for (888) 290-9908	\$2.00
May 1	Charge - Monthly 800 Service Charge for (888) 290-9960	\$2.00
Jun 1	Charge - Monthly 800 Service Charge for (888) 290-9901	\$2.00
Jun 1	Charge - Monthly 800 Service Charge for (888) 290-9908	\$2.00
Jun 1	Charge - Monthly 800 Service Charge for (888) 290-9960	\$2.00

Date	Description	Amount
Apr 1	Charge - SATKSTF1	\$0.53
May 1	Charge - SATKS1	\$23.38
May 1	Charge - SATKSA	\$39.43
May 1	Charge - SATKSTF1	\$58.22
May 1	Charge - SATKSTFA	\$2.99
Jun 1	Charge - COST	\$3.89
Jun 1	Charge - SATKS1	\$104.33
Jun 1	Charge - SATKSA	\$68.51
Jun 1	Charge - SATKSTF1	\$40.93
Jun 1	Charge - SATKSTFA	\$3.02

**St. Andrews
TeleCommunications**

Master Account Number: 7858322121

St. Andrews Telecommunications
1611 St. Andrews Drive
Lawrence, KS 66047
|||

St. Andrews
TeleCommunications

Billing Statement

Closing Date: July 7, 1999
Master Account Number: 7858322121
Page: 2

Federal, State & Local Taxes

Date	Description	Amount
Apr 1	Federal Excise Tax - United States (Federal)	\$0.02
Apr 1	Universal Service Fund - Kansas	\$0.04
May 1	Federal Excise Tax - United States (Federal)	\$4.34
May 1	Universal Service Fund - Kansas	\$10.24
Jun 1	Federal Excise Tax - United States (Federal)	\$7.72
Jun 1	Universal Service Fund - Kansas	\$18.23
Jun 1	Universal Service Fund - United States (Federal)	\$12.08
Jun 1	State Sales Tax - Kansas	\$23.82

Questions, Problems?
Just call 1-785-832-2121 for
information regarding your bill.

Remember to complete the
Change of Address section on
your payment coupon if you
have recently changed your
address.

Customer Service
1-785-832-2121
1-785-832-2121

Fraud Reporting
1-785-832-2121
1-785-832-2121

Billing Errors
1-785-832-2121
1-785-832-2121

Payment Address
1611 St. Andrews Drive
Lawrence, Kansas 66047-1701

St. Andrews
TeleCommunications

Call Detail

Closing Date: July 7, 1999
Master Account Number: 7858322121
Page: 3

St. Andrews Telecommunications (3523793442)

Date	Time	Destination	Number Dialed	Minutes	Amount
05/04/99	12:11 p	S Rose Hill, Kansas	(316) 776-9520	71.6	\$3.44
05/18/99	09:57 p	E Sturgeon Bay, Wisconsin	(920) 743-6000	1.2	\$0.06
05/18/99	10:00 p	E Sturgeon Bay, Wisconsin	(920) 743-6000	0.3	\$0.02
05/18/99	11:34 p	E Sturgeon Bay, Wisconsin	(920) 743-6000	7.7	\$0.37
				80.8	\$3.89

St. Andrews Telecommunications (7858321022)

Date	Time	Destination	Number Dialed	Minutes	Amount
04/22/99	01:45 p	S Bammel, Texas	(281) 537-5076	0.9	\$0.08
04/26/99	09:04 a	S Topeka, Kansas	(785) 354-4489	9.0	\$0.81
04/28/99	03:33 p	S Melrose (Johnson), Kansas	(913) 381-2602	4.3	\$0.39
04/29/99	03:09 p	S Wichita, Kansas	(316) 684-2476	7.8	\$0.70
04/29/99	03:38 p	S Chanute, Kansas	(316) 431-0280	0.3	\$0.03
05/03/99	01:41 p	S Melrose (Johnson), Kansas	(913) 894-0808	1.8	\$0.17
05/03/99	01:43 p	S Dublin, Ohio	(614) 336-4906	0.5	\$0.04
05/03/99	01:48 p	S Rose Hill, Kansas	(316) 776-9520	2.8	\$0.25
05/04/99	02:28 p	S Tulare, California	(559) 686-8591	0.5	\$0.04
05/06/99	02:30 p	S Dublin, Ohio	(614) 799-7086	0.8	\$0.07
05/07/99	08:54 a	S Andover, Kansas	(316) 733-0534	2.6	\$0.24
05/13/99	02:27 p	S Jefferson City, Missouri	(573) 635-9294	0.3	\$0.03
05/13/99	02:39 p	S Kansas City, Kansas	(913) 688-6225	0.4	\$0.04
05/14/99	02:36 p	S Chanute, Kansas	(316) 431-2109	1.8	\$0.17
05/17/99	11:28 a	S Melrose (Johnson), Kansas	(913) 438-8515	1.3	\$0.12
05/19/99	08:52 a	S Capistrano Valley, California	(949) 363-6833	3.3	\$0.27
05/20/99	10:02 a	S Pompton Lakes, New Jersey	(973) 616-5160	11.4	\$0.91
05/20/99	04:04 p	S Pompton Lakes, New Jersey	(973) 616-5160	17.6	\$1.40
05/21/99	08:00 a	S South Kansas City, Missouri	(816) 943-8735	0.6	\$0.05
05/24/99	11:13 a	S Melrose (Johnson), Kansas	(913) 339-0800	0.6	\$0.06
05/24/99	11:15 a	S Garfield, Kansas	(316) 569-2232	1.5	\$0.14
05/24/99	11:17 a	S Dublin, Ohio	(614) 718-6491	6.0	\$0.48
05/25/99	10:56 a	S Melrose (Johnson), Kansas	(913) 381-2602	0.3	\$0.03
05/25/99	10:56 a	S Melrose (Johnson), Kansas	(913) 888-2111	1.6	\$0.15
05/25/99	11:00 a	S Phoenix, Arizona	(602) 858-9830	20.9	\$1.66
				98.9	\$8.33

St. Andrews Telecommunications (7858321044)

Date	Time	Destination	Number Dialed	Minutes	Amount
04/19/99	02:54 p	S Wichita, Kansas	(316) 683-7832	9.7	\$0.87
04/22/99	01:25 p	S Capistrano Valley, California	(949) 488-2327	21.4	\$1.70
04/22/99	02:40 p	S Blue Springs, Missouri	(816) 229-9842	5.7	\$0.46
04/22/99	03:16 p	S Topeka, Kansas	(785) 273-5550	4.6	\$0.41
04/23/99	03:55 p	S Chanute, Kansas	(316) 431-0280	0.3	\$0.03
04/26/99	09:04 a	S Topeka, Kansas	(785) 354-6178	0.4	\$0.04
04/26/99	02:25 p	S Melrose (Johnson), Kansas	(913) 339-0800	2.8	\$0.25
04/27/99	09:47 a	S Chanute, Kansas	(316) 431-2072	10.4	\$0.93
04/27/99	09:58 a	S Phoenix, Arizona	(602) 858-9830	0.9	\$0.08
04/27/99	11:23 a	S Kansas City, Missouri	(816) 616-2523	3.9	\$0.31
04/27/99	11:49 a	S Topeka, Kansas	(785) 354-4489	9.6	\$0.86
04/28/99	08:59 a	S Phoenix, Arizona	(602) 725-1375	3.2	\$0.26
04/29/99	11:07 a	S Webster Groves, Missouri	(314) 918-7966	0.5	\$0.04
04/29/99	11:09 a	S Creve Coeur, Missouri	(314) 568-8183	0.5	\$0.04
04/29/99	11:34 a	S Melrose (Johnson), Kansas	(913) 338-7701	2.5	\$0.23
04/29/99	02:47 p	S Topeka, Kansas	(785) 354-9591	1.8	\$0.17
04/29/99	02:50 p	S Phoenix, Arizona	(602) 858-9830	0.4	\$0.04
04/29/99	02:57 p	S Chanute, Kansas	(316) 431-4576	1.8	\$0.17
04/29/99	03:09 p	S Chesterfield, Missouri	(314) 530-0909	0.5	\$0.04
04/29/99	03:17 p	S Wichita, Kansas	(316) 265-9608	0.3	\$0.03
04/29/99	03:18 p	S Wichita, Kansas	(316) 838-3640	1.2	\$0.11

Exhibit III
St. Andrews Telecommunications, L.L.C.
Member's Qualifications and Experience

President
Allen T. Fender

Allen Fender served as Account Executive for Southwestern Bell in the Kansas City, Missouri market from 1992 to 1998. From 1989 to 1992, Mr. Fender served as a Service Representative for Southwestern Bell. During 1998, Mr. Fender has twenty years of managerial experience in various roles as officer, partner, manager, general manager, and account executive for construction, oil and gas, and telecommunications companies. Mr. Fender has strong interpersonal, team building and oral communications skills as well as technical network expertise.

Manager/CEO
August John LaRocca

August John LaRocca serves as co-founder of St. Andrews Telecommunications, L.L.C. Previously Mr. LaRocca shared in managing for three and one half years. Mr. LaRocca served as District sales manager for a subsidiary of General Electric, CMP/MPH for nine years. Mr. LaRocca has served five years as a Credit manager for an Oil field related industry. Mr. LaRocca has three years sales and managerial experience in various oil distributors.

Director of Operations
Erin K. Marshall

Erin Marshall serves as the Director of Operations for St. Andrews Telecommunications, L.L.C., for one and one half years. Ms. Marshall previously served as the Secretary/Treasurer for an oil company. Ms. Marshall has experience in accounts receivable, accounts payable, land and legal matters.

Exhibit IV
St. Andrews Telecommunications, L.L.C.
Financial Statement

March 10, 1999

To The Owners Of
ST. ANDREWS TELECOMMUNICATIONS LLC
1611 ST. ANDREWS DR
LAWRENCE, KS 66047

COPY

The accompanying Balance Sheet, income tax basis, of ST. ANDREWS TELECOMMUNICATIONS LLC as of December 31, 1998 and the related Statement of Income and Statement of Cash Flow, income tax basis, have been compiled by me in accordance with Statement on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements they might influence the user's conclusions about the company's financial position, results of operations and changes in financial position. Accordingly, these financial statements are not designed for those who are not informed about such matters.

ST. ANDREWS TELECOMMUNICATIONS LLC is a flow through entity for income tax purposes, therefore no provision for income tax exist in these financial statements.

Larry W. Johnson CPA, PA
Wichita, Kansas

ST. ANDREWS TELECOMMUNICATIONS LLC
Balance Sheet
December 31, 1998

Assets

Current Assets			
Cash In Bank	\$	37,111.73	
Accounts Receivable		5,000.00	
LLC Units Receivable		20,000.00	
Receivable-Equity Option		774,000.00	
Total Current Assets			\$ 836,111.7
Fixed Assets			
Office Equip. & Furn.	\$	5,630.28	
Accum Depre-Office Equip	(3,168.06)	
			2,462.22
Card Rental Units		25,480.56	
Accum Depre-Rental Units	(14,337.43)	
			11,143.13
Total Fixed Assets			13,605.3
Other Assets			
Startup/Franchise Costs		5,000.00	
Accum Amort-Startup/Fran	(999.99)	
IPO Costs		12,724.43	
Total Other Assets			16,724.4
Total Assets			\$ 866,441.5

See accountants' compilation letter attached.
Larry W. Johnson CPA, PA

ST. ANDREWS TELECOMMUNICATIONS LLC
Balance Sheet
December 31, 1998

Liabilities & Capital

Liabilities

Current Liabilities		
Withholding-Federal	\$	4,686.80
Withholding-State		2,628.00
		<hr/>
Total Current Liab.	\$	7,314.80
Long Term Liabilities		
		<hr/>
Total Long Term Liab.		0.00
		<hr/>
Total Liabilities		7,314.80

Capital

Capital-Paid In	630,000.00
Capital-Equity Options	774,000.00
Capital-Retain Earnings	(286,877.75)
Current Earnings	(257,995.53)
	<hr/>
Total Capital	859,126.72
	<hr/>
Total Liab. & Capital	\$ 866,441.52
	<hr/> <hr/>

See accountants' compilation letter attached.
Larry W. Johnson CPA, PA

ST. ANDREWS TELECOMMUNICATIONS LLC
Income Statement
Twelve Months Ended December 31, 1998

	Year To Date	
Income		
Commissions	\$ 16,496.62	10
Total Income	<u>16,496.62</u>	10
Cost Of Sales		
Purchases-Resale	4,555.20	2
Commissions	7,809.55	4
Freight/Shipping	927.76	
Total Cost Of Sales	<u>13,292.51</u>	8
Gross Profit	<u>3,204.11</u>	1
General & Admin Expenses		
Salaries	194,350.00	117
Payroll Taxes	14,033.97	8
Employee Benefits	193.81	
Advertising	7,639.16	4
Dues & Subscriptions	553.73	
Professional Fees	6,178.39	3
Rent	5,340.00	3
Insurance	295.00	
Office Supplies	2,853.80	1
Maintenance	69.49	
Property Tax	47.26	
Telephone	5,025.39	3
Vehicle Expenses	7,038.76	4
Travel	6,003.19	3
Depreciation	5,442.11	3
Amortization	333.33	
Business Meals/Entertain	5,802.25	3
Total Gen & Admin Exp	<u>261,199.64</u>	158
Net Income (Loss)	<u><u>(\$ 257,995.53)</u></u>	-19

See accountants' compilation letter attached.
Larry W. Johnson CPA, PA

ST. ANDREWS TELECOMMUNICATIONS LLC
Statement of Cash Flows
Twelve Months Ended December 31, 1998

Year To Date

Sources of Cash

Net Income	(\$ 257,995.53)
Items not affecting cash	
Depreciation	5,442.11
Amortization	333.33
Changes in:	
LLC Units Receivable	64,899.00
Withholding-Federal	1,212.48
Withholding-State	1,566.34
Capital-Paid In	150,000.00
Capital-Equity Options	774,000.00

Total Sources of Cash

739,457

Uses of Cash

Changes in:	
Accounts Receivable	(5,000.00)
Receivable-Equity Option	(774,000.00)
IPO Costs	(12,724.43)
Sales Tax Payable	(165.39)

Total Cash Used

(791,889

Cash Increase/Decrease

(52,432

Cash - Beginning of Year
Cash In Bank

89,543.82

Total Beginning of Year

89,543

Cash at End of Year

\$ 37,111

See accountants' compilation letter attached.
Larry W. Johnson CPA, PA

Exhibit V
St. Andrews Telecommunications, L.L.C.
Tariff

Specialized Common Carrier Service

Regulations and Rates

of

St. Andrews Telecommunications, L.L.C.

COPY

This tariff included the rates, charges, terms, and conditions of service for the provisions of switched intrastate telecommunications services by St. Andrews Telecommunications, L.L.C. ("SAT") between locations within the State of Tennessee.

By: August John LaRocca, CEO/Manager
St. Andrews Telecommunications, L.L.C.
1611 St. Andrews Drive
Lawrence, KS 66047

CHECK SHEET

The Title Page and pages listed below of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

ALL PAGES ARE ORIGINAL

By: August John LaRocca, CEO/Manager
St. Andrews Telecommunications, L.L.C.
1611 St. Andrews Drive
Lawrence, KS 66047

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CONCURRING CARRIERS

By: August John LaRocca, CEO/Manager
St. Andrews Telecommunications, L.L.C.
1611 St. Andrews Drive
Lawrence, KS 66047

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

By: August John LaRocca, CEO/Manager
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EXPLANATION OF SYMBOLS

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule, or condition.
- (I) To signify and increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (S) To signify reissued material.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

EXPLANATION OF ABBREVIATIONS

- LATA Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communication services.
- LEC Local Exchange Company.
- NECA National Exchange Carriers Association.

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SECTION 1 - DEFINITIONS

Access Line - An arrangement which connects the Customer's telephone to a SAT designated switching center or point of presence.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Service network to identify the caller and validate the caller's authorization to use the services provided.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service under the terms and conditions of this tariff. The Customer remains responsible for payment of services.

Commission - Regulatory Authority of Tennessee

Company or Carrier - St. Andrews Telecommunications, L.L.C. unless otherwise clearly indicated by the context.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Equal Access - A form of dialed access provide by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Initial And Additional Period - The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

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SECTION 1 - DEFINITIONS, (CONT'D)

Premises - The physical space designated by the Customer for the termination of the Company's service.

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Switched Access Origination/Termination - Where access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Travel Card Call - A service whereby the Customer or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed via a "1-800" or other access code dialing sequence.

United States - The forty-eight states contained within the mainland United States, the District of Columbia, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

V & H Coordinates - Geographic points which define the origination and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

S A T - Use throughout this tariff to refer to St. Andrews Telecommunications, L.L.C.

By: August John LaRocca, CEO/Manager
St. Andrews Telecommunications, L.L.C.
1611 St. Andrews Drive
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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of St. Andrews Telecommunications, L.L.C.

SAT's services and facilities are furnished for communications originating within the United States under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

SAT arranges for installation, operation, and maintenance of the communications services provide in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. SAT may act as the Customer's agent for ordering access connection facilities by the Customer, to allow connection of a Customer's location to the SAT network.

2.2 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

By: August John LaRocca, CEO/Manager
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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.3 Limitations

- 2.3.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The company may decline applications for service to or from a location where the necessary facilities or equipment are not in available. The company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.3.2 The company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.
- 2.3.4 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by SAT in its reasonable judgment.

By: August John LaRocca, CEO/Manager
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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.4 Assignment or Transfer

All service provided under this tariff is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

By: August John LaRocca, CEO/Manager
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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.5 Liability

- 2.5.1 The liability of the Company of damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.5.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.5.3 When the service or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

By: August John LaRocca, CEO/Manager
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1611 St. Andrews Drive
Lawrence, KS 66047

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Liability, (cont'd.)

2.5.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of god, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States Government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of exiting service to restore service in compliance with the Commission's Rules and Regulations.

2.5.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer.

By: August John LaRocca, CEO/Manager
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Liability, (cont'd.)

2.5.6 The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

- (a) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or servicemark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;
- (b) Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- (c) All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.

2.6 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is of use or not.

By: August John LaRocca, CEO/Manager
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Billing and Payment for Service

2.7.1 Responsibility for Charges

Charges for installations, service connections, moves, rearrangements, and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company.

By: August John LaRocca, CEO/Manager
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Billing and Payment for Service, (cont'd.)

2.7.2 Payment for Service

All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.7.3 Late Payment Fees

The company reserves the right to assess a late payment fee of 1.5% per month on any past due balance.

2.7.4 Return Check Charge

The Company reserves the right to assess a return check charge of \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

By: August John LaRocca, CEO/Manager
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Deposits

The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall not exceed two month's estimated usage, may vary with the Customer's credit history and projected usage, and be collected and maintained in accordance with Commission rules. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.9 Advance Payments

For Customers whom the Company determines an advance payment is necessary, SAT reserves the right to collect an amount not to exceed two (2) months estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for next month, if necessary.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Taxes and Fees

The Company reserves the right to bill any and all applicable taxes and fees in addition to normal rates and charges for services provided to the customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Such taxes and fees are in addition to rates as quoted in this tariff and will be itemized separately on customer invoices.

2.11 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of SAT's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

By: August John LaRocca, CEO/Manager
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Lawrence, KS 66047

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 Interconnection

2.12.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.12.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.

2.13 Inspection, Testing and Adjustment

The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installations, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

By: August John LaRocca, CEO/Manager
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.14 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's inspection or testing, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff.

It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer.

For purposed of credit, computation every month shall be considered to have 30 days. The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/30th of the monthly charge for the services effected for each day that the interruption continues.

Credit Formula:

$$\text{Credit} = A/30 \times B$$

A = outage time in days

B = total monthly charge for affected service

By: August John LaRocca, CEO/Manager
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Lawrence, KS 66047

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.15 Cancellation by the Customer

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

2.16 Refusal or Discontinuance by the Company

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

2.16.1 For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than thirty (30) days overdue.

2.16.2 For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collections, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

2.16.3 For Lack of Use: The Company, by written notice to the Customer, may discontinue service in the same manner as provided for nonpayment of overdue charges is after sixty (60) days the service has not been used.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.16 Refusal or Discontinuance by the Company, (cont'd.)

- 2.16.4 For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
- 2.16.5 For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, of the Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.16.6 For unauthorized or unlawful use of Travel Service numbers and Authorization Codes: Travel Service numbers and Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or codes shall result in the immediate termination of service without notice.

2.17 Restoration of Service

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wished it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

By: August John LaRocca, CEO/Manager
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.18 Use of Recording Devices

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

2.18.1 A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversations prior to or at the beginning of the conversation.

2.18.2 A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.

2.18.3 The requirements of 2.19.1 and 2.19.2 are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

By: August John LaRocca, CEO/Manager
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SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 General

SAT offers direct dialed (1+) service, inbound toll-free number service and travel card services for communications originating and terminating within the State of Tennessee under terms of this tariff.

Direct dial service is offered from originating locations within the State of Tennessee.

In-bound toll-free service is available to Customers served from locations within the State of Tennessee. Originating locations for calls placed to the Company's toll-free number services must be within the State of Tennessee.

When a Customer elects to use the Company's Travel Service, calls may be initiated from any location within the State of Tennessee from which the caller can dial the appropriate access code(s) and may be placed to any location within the State of Tennessee.

Customers are billed based on their use of St. Andrews Telecommunications, L.L.C.'s network services. Charges may vary by service offering, mileage band, class of call, time of day, day of week, and/or call duration.

By: August John LaRocca, CEO/Manager
St. Andrews Telecommunications, L.L.C.
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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)

3.2 Timing of Calls

Billing for calls placed over the SAT network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1 Call timing begins when the called party answers the call (i.e., when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software detection.
- 3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3 For billing purposes, minimum call duration periods vary by service and are specified by product or option in subsequent sections of this tariff.
- 3.2.4 For billing purposes, usage after the initial period varies by service and is specified by product or option in subsequent sections of this tariff.
- 3.2.5 The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, SAT will reasonable issue credit for a call.

By: August John LaRocca, CEO/Manager
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Lawrence, KS 66047

SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)

3.3 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in Bellcore's V&H Tape and NECA FCC Tariff No. 4.

- Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- Step 3 - Square the differences obtained in Step 2.
- Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

By: August John LaRocca, CEO/Manager
St. Andrews Telecommunications, L.L.C.
1611 St. Andrews Drive
Lawrence, KS 66047

SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)

3.4 Outbound Long Distance Service

SAT's Outbound Long Distance Service is a "1+" direct dial service available for Customer use 24 hours a day, seven days a week. Service is accessed through standard business or residential switched access lines. The Customer is responsible for obtaining suitable access from the Customer's local exchange carrier. All costs incurred in the installation and use of local access lines is the responsibility of the Customer.

A number of service plans are available to the Customer. Rates, billing increments, volume discounts and qualifications, if applicable, vary by plan and are provided in the following sections.

By: August John LaRocca, CEO/Manager
St. Andrews Telecommunications, L.L.C.
1611 St. Andrews Drive
Lawrence, KS 66047

SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)

3.4 Outbound Long Distance Service, (cont'd.)

3.4.1 Direct Dial Service - Option 1

SAT's Option 1 outbound long distance service is a flat rate offering. For billing purposes, call timing is rounded up to the next thirty (30) second increment after a minimum initial period of thirty seconds. No volume discounts apply. Time of day and holiday discounts apply.

MONTHLY RECURRING CHARGES: \$0.00

USAGE CHARGES: \$0.25 per minute

1+ (OUTBOUND) RATES: \$0.25 per minute

Intrastate billing increments: 30 seconds initial; 6 second increments.

All Directory Assistance Calls will be billed at \$1.50 per call

By: August John LaRocca, CEO/Manager
St. Andrews Telecommunications, L.L.C.
1611 St. Andrews Drive
Lawrence, KS 66047

SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)

3.5 Inbound Toll-Free Number Service

SAT's Inbound Toll-Free Number service is an 800/888 number service available for Customer use twenty-four (24) hours a day, seven (7) days a week.

Service is terminated through switched access lines. Calls may originate from any valid exchange and terminate to the Customer's location at no charge to the calling party.

For billing purposes, call timing is rounded up to the next full minute increment after a minimum initial period of one (1) minute. Time of day discounts apply. Volume and holiday discounts do not apply.

The following rates apply to calls placed from locations State of Tennessee:

MONTHLY RECURRING CHARGES: \$10.00

USAGE CHARGES: \$0.250 per minute

By: August John LaRocca, CEO/Manager
St. Andrews Telecommunications, L.L.C.
1611 St. Andrews Drive
Lawrence, KS 66047

SECTION 4 - MISCELLANEOUS SERVICE AND RATES

4.1 Directory Assistance

Directory Assistance is available to Customers of St. Andrews Telecommunications, L.L.C. Directory Assistance charges apply to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance, Per Call \$1.50

By: August John LaRocca, CEO/Manager
St. Andrews Telecommunications, L.L.C.
1611 St. Andrews Drive
Lawrence, KS 66047

TENNESSEE

ST. ANDREWS TELECOMMUNICATIONS, INC.

ATTACHMENT B

(CERTIFICATE OF MERGER OF ST. ANDREWS, L.L.C. INTO SAT)

SAT CORPORATION, INC.

CERTIFICATE OF MERGER

(Merging St. Andrews Telecommunications, L.L.C. into SAT Corporation, Inc.)

1. The constituent entities to the Merger are SAT Corporation, Inc., a Kansas Corporation and St. Andrews Telecommunications, L.L.C., a Kansas Limited Liability Company.
2. An Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent entities on August 1, 2000 in accordance with the requirements of Kansas law, including the specific requirements of K.S.A. 17-7705 and the respective Articles of Incorporation and Bylaws of SAT Corporation, Inc. and the Operating Agreement of St. Andrews Telecommunications, L.L.C.
3. The effective date of the Merger shall be the date upon which this Certificate of Merger is filed in the Office of the Kansas Secretary of State.
4. The surviving entity of the Merger shall be SAT Corporation, Inc.
5. The name and address of the registered agent and registered office for SAT Corporation, Inc. in Kansas is John E. Larson, 7225 Renner Road, Suite 200, Shawnee, KS 66217.
6. The Articles of Incorporation and Bylaws of SAT Corporation, Inc. shall be the Articles of Incorporation and Bylaws of the surviving entity.
7. The executed Agreement of Merger is on file at the principal place of business of SAT Corporation, Inc., 1915 W. 24th Street, Lawrence, Kansas 66046.
8. A copy of the Agreement of Merger will be furnished by SAT Corporation, Inc., on request and without cost to any Stockholder or Member of either constituent entity.

We, the authorized representatives of the constituent entities, August John LaRocca, Operating Manager of St. Andrews Telecommunications, L.L.C. and Allen Fender, President and Stephanie Poppe, Secretary of SAT Corporation, Inc. declare under penalty of perjury that the above and foregoing Certificate of Merger is true and correct.

ST. ANDREWS TELECOMMUNICATIONS, L.L.C.,
a Kansas Limited Liability Company

Date: August 1, 2000


AUGUST JOHN LA ROCCA, Operating Manager

SAT CORPORATION, INC., a Kansas Corporation

Dated: August 1, 2000



ALLEN FENDER, President

Dated: August 1, 2000



STEPHANIE POPPE, Secretary

I hereby certify this to be a true and
correct copy of the original on file.
Certified on this date: Aug 2, 2000
Ron Thornburgh, Secretary of State

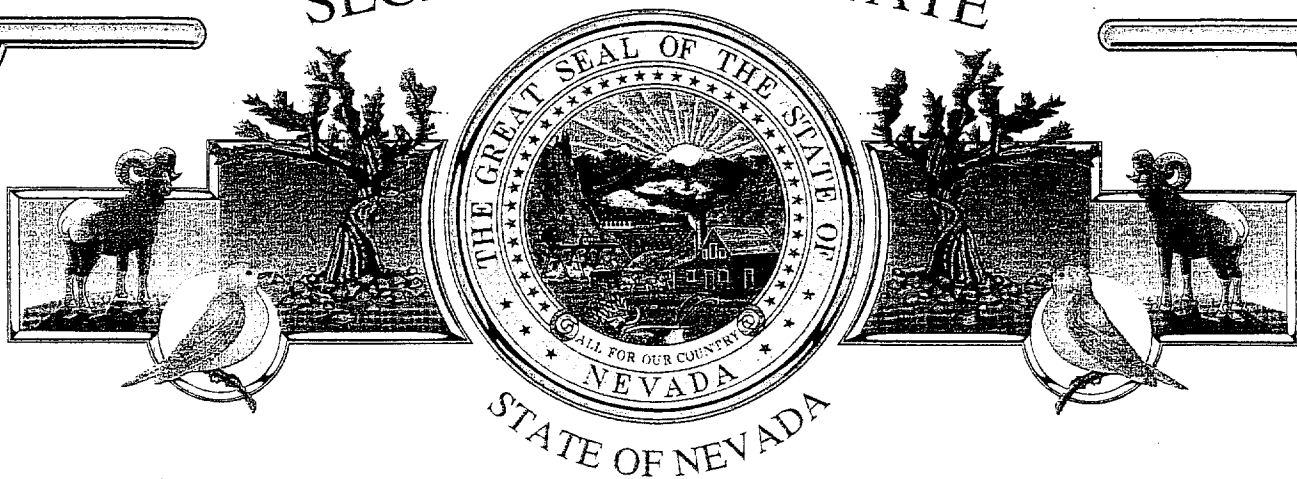
TENNESSEE

ST. ANDREWS TELECOMMUNICATIONS, INC.

ATTACHMENT C

**(ST. ANDREWS, INC.'S CERTIFICATE OF GOOD STANDING
IN NEVADA)**

SECRETARY OF STATE



CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, DEAN HELLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **ST. ANDREWS TELECOMMUNICATIONS, INC.**, as a corporation duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since August 17, 1999, and is in good standing in this state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office, in Carson City, Nevada, on February 9, 2001.



Dean Heller

Secretary of State

By

Acqueline Warr
Certification Clerk

TENNESSEE

ST. ANDREWS TELECOMMUNICATIONS, INC.

ATTACHMENT D

**(ARTICLES AND CERTIFICATE OF MERGER OF SAT INTO ST.
ANDREWS, INC.)**

290-227-8
ING S
FILED # 020201-99

ST. ANDREWS TELECOMMUNICATIONS, INC.

DEC 27 2000

ARTICLES AND
CERTIFICATE OF MERGER

IN THE OFFICE OF
DEAN MELLER SECRETARY OF STATE

(Merging SAT Corporation, Inc. into St. Andrews Telecommunications, Inc.)

1. The constituent entities to the Merger are SAT Corporation, Inc., a Kansas Corporation and St. Andrews Telecommunications, Inc., a Nevada Corporation.
2. An Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent entities on September 5, 2000 in accordance with the requirements of Kansas and Nevada law, and the respective Articles of Incorporation and Bylaws of SAT Corporation, Inc. and St. Andrews Telecommunications, Inc.
3. The effective date of the Merger shall be the date upon which this Certificate of Merger is filed in the Offices of the Secretary of the State of Kansas and Nevada.
4. The surviving entity of the Merger shall be St. Andrews Telecommunications, Inc.
5. The name and address of the registered agent and registered office for St. Andrews Telecommunications, Inc. in Nevada is Gateway Enterprises, Inc., 3230 East Flamingo Road, Suite 156, Las Vegas, Nevada 89121. St. Andrews Telecommunications, Inc. irrevocably appoints the Kansas Secretary of State to accept service of process upon its' behalf in the State of Kansas.
6. The Articles of Incorporation and Bylaws of St. Andrews Telecommunications, Inc. shall be the Articles of Incorporation and Bylaws of the surviving entity.
7. The executed Agreement of Merger is on file at the principal place of business of St. Andrews Telecommunications, Inc., 1915 W. 24th Street, Lawrence, Kansas 66046.
8. A copy of the Agreement of Merger will be furnished by St. Andrews Telecommunications, Inc., on request and without cost to any Stockholder of either constituent entity.

We, the authorized representatives of the constituent entities, David C. Owen, President and Secretary of St. Andrews Telecommunications, Inc. and Allen Fender, President and Stephanie Poppe, Secretary of SAT Corporation, Inc. declare under penalty of perjury that the above and foregoing Certificate of Merger is true and correct.

ST. ANDREWS TELECOMMUNICATIONS, INC.
a Nevada Corporation

Date: September 5, 2000


DAVID C. OWEN, President

11/22/2000 00:19:00 EKR20 FY01-000-32555

Date: September 5, 2000



DAVID C. OWEN, Secretary

SAT CORPORATION, INC., a Kansas Corporation

Dated: September 5, 2000


ALLEN FENDER, President

Dated: September 5, 2000


STEPHANIE POPPE, Secretary

I hereby certify this to be a true and
correct copy of the original on file.
Certified on date 2 Jan 12 2000
Ron Thornburgh, Secretary of State

TENNESSEE

ST. ANDREWS TELECOMMUNICATIONS, INC.

ATTACHMENT E

**(CANCELLATION OF ST. ANDREWS, L.L.C.'S AUTHORITY TO DO
BUSINESS AND QUALIFICATION OF ST. ANDREWS, INC. TO
TRANSACTION BUSINESS IN TENNESSEE)**

Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 12/27/00
REQUEST NUMBER: 4077-1180
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 12/27/00 1237
EFFECTIVE DATE/TIME: 12/27/00 1237
CONTROL NUMBER: 0372805

TO:
C T CORPORATION SYSTEM
120 S.CENTRAL AVENUE

CLAYTON, MO 63105

RE:
ST. ANDREWS TELECOMMUNICATIONS, L.L.C.
APPLICATION FOR CANCELLATION OF CERTIFICATE OF
AUTHORITY - LIMITED LIABILITY COMPANY

THIS WILL ACKNOWLEDGE THE FILING OF THE ATTACHED DOCUMENT WITH AN EFFECTIVE
DATE AS INDICATED ABOVE.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE
REFER TO THE LIMITED LIABILITY COMPANY CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR CANCELLATION OF CERTIFICATE OF
AUTHORITY - LIMITED LIABILITY COMPANY

ON DATE: 12/27/00

FROM:
C T CORPORATION SYSTEM (CLAYTON, MO)
120 S.CENTRAL AVENUE

RECEIVED: FEES \$20.00 \$0.00
TOTAL PAYMENT RECEIVED: \$20.00

CLAYTON, MO 63105-0000

RECEIPT NUMBER: 00002777769
ACCOUNT NUMBER: 00282908



Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

State of Tennessee



Department of State

Corporations Section
18th Floor, James K. Polk Bldg.
Nashville, TN 37243-0306

APPLICATION FOR CANCELLATION
OF CERTIFICATE OF AUTHORITY
(LIMITED LIABILITY COMPANY)

FILED

RECEIVED
STATE OF TENNESSEE
00 DEC 27 PM 12:37
RILEY GARNELL
SECRETARY OF STATE

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of §48-246-401 of the Tennessee Limited Liability Company Act, the undersigned Limited Liability Company hereby applies for a certificate of cancellation from the State of Tennessee, and for that purpose sets forth:

1. The name of the Limited Liability Company is St. Andrews Telecommunications, L.L.C.

If different, the name under which the certificate of authority was obtained is _____

2. The state or country under whose law it is organized is Kansas

3. The Limited Liability Company is not transacting business in the State of Tennessee and surrenders its authority to transact business in this state.

4. Indicate which of the following statements apply by marking the applicable box:

- ☒ The Limited Liability Company continues its registered agent and registered office in the State of Tennessee.
- ☐ The Limited Liability Company hereby revokes the authority of its registered agent to accept service on its behalf and appoints the Secretary of State as its agent for service of process in any proceeding based on a cause of action arising during the time it was authorized to transact business in this state.

5. The mailing address (including zip code) to which the Secretary of State may mail a copy of any process served on him is

1915 W. 24th Street, Lawrence, KS 66046

6. The undersigned Limited Liability Company makes the commitment to notify the Secretary of State in the future of any change in its mailing address.

12/6/2000
Signature Date

Manager

Signer's Capacity

St. Andrews Telecommunications, L.L.C.

Name of Limited Liability Company

August John LaRocca
Signature

August John LaRocca
Name (typed or printed)

**Secretary of State
Division of Business Services**

312 Eighth Avenue North

6th Floor, William R. Snodgrass Tower

Nashville, Tennessee 37243

DATE: 12/27/00
REQUEST NUMBER: 4077-1181
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 12/27/00 1238
EFFECTIVE DATE/TIME: 12/27/00 1238
CONTROL NUMBER: 0400638

TO:
C T CORPORATION SYSTEM
120 S.CENTRAL AVENUE

CLAYTON, MO 63105

RE:
ST.ANDREWS TELECOMMUNICATIONS, INC.
APPLICATION FOR CERTIFICATE OF AUTHORITY -
FOR PROFIT

WELCOME TO THE STATE OF TENNESSEE. THE ATTACHED CERTIFICATE OF
AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE
ON OR BEFORE THE FIRST DATE OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE
CORPORATION'S FISCAL YEAR. PLEASE PROVIDE THIS OFFICE WITH WRITTEN
NOTIFICATION OF THE CORPORATION'S FISCAL YEAR. THIS OFFICE WILL MAIL THE
REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE
ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS
OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED
AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE REVOCATION
OF ITS CERTIFICATE OF AUTHORITY.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR
FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR CERTIFICATE OF AUTHORITY -
FOR PROFIT

ON DATE: 12/27/00

FROM:
C T CORPORATION SYSTEM (CLAYTON, MO)
120 S.CENTRAL AVENUE

CLAYTON, MO 63105-0000

RECEIVED: FEES \$600.00 \$0.00

TOTAL PAYMENT RECEIVED: \$600.00

RECEIPT NUMBER: 00002777771
ACCOUNT NUMBER: 00282908



Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

FILED

14

State of Tennessee



Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR
CERTIFICATE OF AUTHORITY
(FOR PROFIT)

For Office Use Only

RECEIVED
TENNESSEE

00 DEC 27 PM 12:33

Pursuant to the provisions of Section 48-25-103 of the Tennessee Business Corporation Act, the undersigned corporation hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the corporation is St. Andrews Telecommunications, Inc.

*If different, the name under which the certificate of authority is to be obtained is _____

[NOTES: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign corporation for profit if its name does not comply with the requirements of Section 48-14-101 of the Tennessee Business Corporation Act. *If obtaining a certificate of authority under a different corporate name, an application for registration of an assumed corporate name must be filed pursuant to Section 48-14-101(d) with an additional \$20.00 fee.]

2. The state or country under whose law it is incorporated is Nevada

3. The date of its incorporation is 08/17/1999 (must be month, day, and year), and the period of duration, if other than perpetual, is _____

4. The complete street address (including zip code) of its principal office is

1915 West 24th Street, Lawrence, KS 66046

Street City State/Country Zip Code

5. The complete street address (including the county and the zip code) of its registered office in Tennessee and the name of its registered agent is

c/o C T CORPORATION SYSTEM, 530 Gay Street, Knoxville, Tennessee, Knox 37902

Street City State/Country Zip Code

Registered Agent C T CORPORATION SYSTEM

6. The names and complete business addresses (including zip code) of its current officers are: (Attach separate sheet if necessary.)

See attachment

7. The names and complete business addresses (including zip code) of its current board of directors are: (Attach separate sheet if necessary.)

See attachment

8. If the corporation commenced doing business in Tennessee prior to the approval of this application, the date of commencement (month, day and year) _____

9. The corporation is a corporation for profit.

10. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is _____ (date), _____ (time).

[NOTE: A delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]

[NOTE: This application must be accompanied by a certificate of existence (or a document of similar import) duly authenticated by the Secretary of State or other official having custody of corporate records in the state or country under whose law it is incorporated. The certificate shall not bear a date of more than two (2) months prior to the date the application is filed in this state.]

12-6-00

Signature Date

President

Signer's Capacity

St. Andrews Telecommunications, Inc.

Name of Corporation

Allen Fender

Signature

Allen Fender

Name (typed or printed)

OFFICER/DIRECTOR LIST
FOR
ST. ANDREWS TELECOMMUNICATIONS, INC.

President:

Allen Fender
709 N. 1532 Road
Lawrence, Kansas 66049

Secretary:

Stephanie Poppe
4691 Colorado Road
Pomona, Kansas 66049

Treasurer:

Erin Marshall
P.O. Box 3112
Lawrence, Kansas 66049

Director:

Interwest Transfer Company
1981 E. Murray Holladay Road
Suite 100
Salt Lake City, Utah 66049

TENNESSEE

ST. ANDREWS TELECOMMUNICATIONS, INC.

ATTACHMENT F

**(BASIC AND KEY PERSONNEL INFORMATION ABOUT
ST. ANDREWS, INC.)**

BASIC AND KEY PERSONNEL INFORMATION ABOUT ST. ANDREWS TELECOMMUNICATIONS, INC.

Section One: Basic Information

1. Name of Registrant (Known to the Public): St. Andrews Telecommunications, Inc.
Legal/Assumed Name of Registrant: St. Andrews Telecommunications, Inc.
Office Address (Street, City, State): 1915 W. 24th St., Lawrence, KS 66046
2. Mailing Address (Street/P.O. Box, City, State): 1915 W. 24th St., Lawrence, KS 66046
3. Registrant Toll-Free Customer Service Number: (888) 290-9908
Registrant Holder Office Number: (785) 832-2121
Registrant Fax Number: (785) 832-8226
4. Registrant Website Address: N/A
Registrant Email Address: afender@standrewstel.net
5. Authorized Representative Contact (Name and Title): Allen Fender, President
Authorized Representative Address: 1915 W. 24th St., Lawrence, Kansas 66046
Authorized Representative Mailing Address: 1915 W. 24th St., Lawrence, KS 66046
Authorized Representative Phone Number: (785) 832-2121
Authorized Representative Fax Number: (785) 832-8226
Authorized Representative Email Address: afender@standrewstel.net
6. Form of Business (e.g. corporation, partnership, sole proprietorship): Corporation
State where Business was Formed: Nevada
Certification/Authorization Number: 1999202010-X
Date Business was Formed: August 17, 1999
7. FCC Carrier Identification Code (CIC) (if available): ITC-214-19990115-00018
National Exchange Carriers Association (NECA) Operating Carrier
Numbers (OCNs) (if available): KS005111

Section Two: Affiliate and Key Personnel Information

8. Legal Name of all Affiliated Telecommunications Public Utilities or Affiliated
Telecommunications Companies Providing Regulated Services: None
States where Affiliates are Providing Services: None

9. Directors, Officers, or Partners with their business address, phone number, fax number, email/website address:

<u>Officers</u>	<u>Email</u>	<u>Business Address</u>
August John LaRocca, CEO	Jlarocca@standrewstel.net	1915 W. 24 th St. Lawrence, KS 66046 (785) 832-2121 (785) 832-8226
Frank Ventura, CFO	Fventura@standrewstel.net	
Allen Fender, President	Afender@standrewstel.net	
Wayne Briscoe, Executive Vice President	Wbriscoe@standrewstel.net	
Erin Marshall, Treasurer	Erink@standrewstel.net	
Stephanie Poppe, Secretary	Poptop@standrewstel.net	

10. The Five Largest Shareholders (if applicable) with their business address, phone number, and email/website address:

<u>Shareholders</u>	<u>Shares</u>
August J. LaRocca 3300 Riverview Road Lawrence, KS 66049	2,955,000
Sally J. Hershberger, Trustee Under Sally J. Hershberger Trust Dated 4-13-98 1768 E. 700 Road Lawrence, KS 66049	2,000,000
Jeff Campbell 8919 Shadow Ridge Wichita, KS 67226	500,000
Peterson & Sons Holding Company Norman L. Peterson, President 4001 W. 104 th Terrace Overland Park, KS 66207	322,500
Hershberger Children's Trust C/o Larry W. Johnson, CPA 7701 E. Kellogg, Ste. 890 Wichita, KS 67207	300,000

St. Andrews Telecommunications, Inc. Officers' Qualifications and Experience

CEO

August John LaRocca

August John LaRocca is co-founder of St. Andrews Telecommunications. Previously Mr. LaRocca shared in managing for three and one half years. Mr. LaRocca served as District sales manager for a subsidiary of General Electric, CMP/MPH for nine years. Mr. LaRocca has served five years as a Credit manager for Oil field related industry. Mr. LaRocca has three years sales and managerial experience in various oil distributions.

CFO

Frank Ventura

Frank Ventura is responsible for the direction of the St. Andrews Telecommunications accounting and financial reporting to shareholders, banks, financial institutions, and governmental agencies. He is also responsible for the management information systems and benefit plans. Mr. Ventura's background includes:

- Staff auditor at Ernst & Young;
- Twenty-one years of telecommunications experience with Sprint (formerly United Telecom) as Vice President and Controller during its "Growth through Addition" program when Sprint acquired over 150 telephone companies including the companies which formed the long distance operations. He also directed the development of the accounting management information systems;
- Executive Vice President and General Manager of Scott Rice of Kansas City;
- Owner/founder of Ventura Solutions, Inc.

President

Allen T. Fender

Allen Fender served as Account Executive for Southwestern Bell in the Kansas City, Missouri market from 1992 to 1998. From 1989 to 1992, Mr. Fender served as a Service Representative for Southwestern Bell. Mr. Fender has twenty years of managerial experience in various roles as officer, partner, manager, general manager, and account executive for construction, oil and gas, and telecommunications companies. Mr. Fender has strong interpersonal, team building and oral communications skills as well as technical network expertise.

Executive Vice President
Wayne Briscoe

Wayne Briscoe's responsibilities include oversight of direct marketing and agent programs, commission oversight programs, contract negotiations, provisioning of dedicated and switched services, and technical expertise for St. Andrews Telecommunications. From 1992 to 2000, Mr. Briscoe was President of National Telecommunications Consulting, Inc., which provided consulting services regarding long distance, 0+ applications, and data communications. From 1987 to 1992, Mr. Briscoe served as an Account Executive for American Communications, Telecom USA, and MCI. During this time, Mr. Briscoe won various sales awards including Sales Associate of the month on 22 occasions.

Treasurer
Erin K. Marshall

Erin Marshall has served as the Treasurer for St. Andrews Telecommunications since its inception. Ms. Marshall previously served as the Secretary/Treasurer for an oil company. Ms. Marshall has experience in accounts receivable, accounts payable, land and legal matters.

Secretary
Stephanie Poppe

Stephanie Poppe was employed as a high school English Literature teacher prior to coming to St. Andrews Telecommunications. Upon joining St. Andrews she has been responsible for all switched and dedicated provisioning as well as accounts management.

TENNESSEE

ST. ANDREWS TELECOMMUNICATIONS, INC.

ATTACHMENT G

**(SUMMARY OF MAJOR CHANGES IN REVISED TARIFF AND
REVISED TARIFF OF ST. ANDREWS, TELECOMMUNICATIONS, INC.)**

ST. ANDREWS TELECOMMUNICATIONS, INC.

SUMMARY OF MAJOR CHANGES IN REVISED TARIFF

1. Change of company name from St. Andrews Telecommunications, L.L.C. to St. Andrews Telecommunications, Inc.; change of company address; and change of name of officer appearing at the bottom of each page from August John LaRocca, CEO/Manager, to Allen Fender, President.
2. Modification of the language in Section 2.18 (Use of Recording Devices) to require the customers to comply with all applicable federal and state laws when using recording devices.
3. Section 2.7.4 (Return Check Charge): increase in the return check charge from \$25.00 to \$35.00.
4. Addition of Section 2.19 (Universal Service Fund) to disclose that customers may incur additional charges in connection with federal and/or state universal service programs.

Specialized Common Carrier Service

Regulations and Rates

of

St. Andrews Telecommunications, Inc.

This tariff includes the rates, charges, terms, and conditions of service for the provisions of switched interstate telecommunications services by St. Andrews Telecommunications, Inc. ("SAT") between locations within the State of Tennessee.

Issued: February 9, 2001

Effective: _____, 2001

By: Allen Fender, President
St. Andrews Telecommunications, Inc.
1915 West 24th Street
Lawrence, Kansas 66046

CHECK SHEET

The Title Page and pages listed below of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

ALL PAGES ARE ORIGINAL

Issued: February 9, 2001

Effective: _____, 2001

By: Allen Fender, President
St. Andrews Telecommunications, Inc.
1915 West 24th Street
Lawrence, Kansas 66046

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Issued: February 9, 2001

Effective: _____, 2001

By: Allen Fender, President
St. Andrews Telecommunications, Inc.
1915 West 24th Street
Lawrence, Kansas 66046

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

Issued: February 9, 2001

Effective: _____, 2001

By: Allen Fender, President
St. Andrews Telecommunications, Inc.
1915 West 24th Street
Lawrence, Kansas 66046

EXPLANATION OF SYMBOLS

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule, or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (S) To signify reissued material.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

EXPLANATION OF ABBREVIATIONS

- LATA Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communication services.
- LEC Local Exchange Company.
- NECA National Exchange Carriers Association.

Issued: February 9, 2001

Effective: _____, 2001

By: Allen Fender, President
St. Andrews Telecommunications, Inc.
1915 West 24th Street
Lawrence, Kansas 66046

SECTION 1 - DEFINITIONS

Access Line - An arrangement which connects the Customer's telephone to a SAT designated switching center or point of presence.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Service network to identify the caller and validate the caller's authorization to use the services provided.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service under the terms and conditions of this tariff. The Customer remains responsible for payment of services.

Authority - Tennessee Regulatory Authority.

Company or Carrier - St. Andrews Telecommunications, Inc. unless otherwise clearly indicated by the context.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Initial And Additional Period - The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

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By: Allen Fender, President
St. Andrews Telecommunications, Inc.
1915 West 24th Street
Lawrence, Kansas 66046

SECTION 1 - DEFINITIONS, (CONT'D)

Premises - The physical space designated by the Customer for the termination of the Company's service.

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Switched Access Origination/Termination - Where access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Travel Card Call - A service whereby the Customer or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed via a "1-800" or other access code dialing sequence.

United States - The forty-eight states contained within the mainland United States, the District of Columbia, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

V & H Coordinates - Geographic points which define the origination and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

SAT - Use throughout this tariff to refer to St. Andrews Telecommunications, Inc.

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By: Allen Fender, President
St. Andrews Telecommunications, Inc.
1915 West 24th Street
Lawrence, Kansas 66046

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of St. Andrews Telecommunications, Inc.

SAT's services and facilities are furnished for communications originating within the United States under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

SAT arranges for installation, operation, and maintenance of the communications services provide in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. SAT may act as the Customer's agent for ordering access connection facilities by the Customer, to allow connection of a Customer's location to the SAT network.

2.2 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.3 Limitations

- 2.3.1** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.3.2** The company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.
- 2.3.4** The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by SAT in its reasonable judgment.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.4 Assignment or Transfer

All service provided under this tariff is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

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By: Allen Fender, President
St. Andrews Telecommunications, Inc.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.5 Liability

- 2.5.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.5.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.5.3** When the service or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Liability, (cont'd.)

- 2.5.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of god, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States Government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of exiting service to restore service in compliance with the Authority's Rules and Regulations.
- 2.5.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Liability, (cont'd.)

2.5.6 The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

- (a) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or servicemark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;
- (b) Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- (c) All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.

2.6 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is of use or not.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Billing and Payment for Service

2.7.1 Responsibility for Charges

Charges for installations, service connections, moves, rearrangements, and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Billing and Payment for Service, (cont'd.)

2.7.2 Payment for Service

All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.7.3 Late Payment Fees

The company reserves the right to assess a late payment fee of 1.5% per month on any past due balance.

2.7.4 Return Check Charge

The Company reserves the right to assess a return check charge of \$35.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Deposits

The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall not exceed two month's estimated usage, may vary with the Customer's credit history and projected usage, and be collected and maintained in accordance with Authority rules. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.9 Advance Payments

For Customers whom the Company determines an advance payment is necessary, SAT reserves the right to collect an amount not to exceed two (2) months estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for next month, if necessary.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Taxes and Fees

The Company reserves the right to bill any and all applicable taxes and fees in addition to normal rates and charges for services provided to the customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Such taxes and fees are in addition to rates as quoted in this tariff and will be itemized separately on customer invoices.

2.11 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of SAT's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 Interconnection

2.12.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.12.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.

2.13 Inspection, Testing and Adjustment

The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installations, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.14 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's inspection or testing, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff.

It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer.

For purpose of credit, computation every month shall be considered to have 30 days. The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/30th of the monthly charge for the services effected for each day that the interruption continues.

Credit Formula:

$$\text{Credit} = A/30 \times B$$

A= outage time in days

B= total monthly charge for affected service

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.15 Cancellation by the Customer

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

2.16 Refusal or Discontinuance by the Company

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

2.16.1 For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than thirty (30) days overdue.

2.16.2 For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collections, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

2.16.3 For Lack of Use: The Company, by written notice to the Customer, may discontinue service in the same manner as provided for nonpayment of overdue charges if after sixty (60) days the service has not been used.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.16 Refusal or Discontinuance by the Company, (cont'd.)

2.16.4 For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.

2.16.5 For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, of the Company to comply with any order or request of any governmental authority having jurisdiction.

2.16.6 For unauthorized or unlawful use of Travel Service numbers and Authorization Codes: Travel Service numbers and Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or codes shall result in the immediate termination of service without notice.

2.17 Restoration of Service

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wished it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.18 Use of Recording Devices

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies all applicable federal and state laws.

2.19 Universal Service Fund

The Customer may be assessed a monthly charge to cover the cost of contributions that the Company is required by law to make in connection with federal or state universal service programs.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 General

SAT offers direct dialed (1+) service, inbound toll-free number service and travel card services for communications originating and terminating within the United States under terms of this tariff.

Direct dial service is offered from originating locations within the State of Tennessee.

In-bound toll-free service is available to Customers served from locations within the State of Tennessee. Originating locations for calls placed to the Company's toll-free number services must be within the State of Tennessee.

When a Customer elects to use the Company's Travel Service, calls may be initiated from any location within the State of Tennessee from which the caller can dial the appropriate access code(s) and may be placed to any location within the State of Tennessee.

Customers are billed based on their use of St. Andrews Telecommunications, Inc.'s network services. Charges may vary by service offering, mileage band, class of call, time of day, day of week, and/or call duration.

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By: Allen Fender, President
St. Andrews Telecommunications, Inc.
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Lawrence, Kansas 66046

SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)

3.2 Timing of Calls

Billing for calls placed over the SAT network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1** Call timing begins when the called party answers the call (i.e., when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software detection.
- 3.2.2** Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3** For billing purposes, minimum call duration periods vary by service and are specified by product or option in subsequent sections of this tariff.
- 3.2.4** For billing purposes, usage after the initial period varies by service and is specified by product or option in subsequent sections of this tariff.
- 3.2.5** The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, SAT will reasonably issue credit for a call.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)

3.3 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in Bellcore's V&H Tape and NECA FCC Tariff No. 4.

- Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- Step 3 - Square the differences obtained in Step 2.
- Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)

3.4 Outbound Long Distance Service

SAT's Outbound Long Distance Service is a "1+" direct dial service available for Customer use 24 hours a day, seven days a week. Service is accessed through standard business or residential switched access lines. The Customer is responsible for obtaining suitable access from the Customer's local exchange carrier. All costs incurred in the installation and use of local access lines is the responsibility of the Customer.

A number of service plans are available to the Customer. Rates, billing increments, volume discounts and qualifications, if applicable, vary by plan and are provided in the following sections.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)

3.4 Outbound Long Distance Service, (cont'd.)

3.4.1 Direct Dial Service - Option 1

SAT's Option 1 outbound long distance service is a flat rate offering. For billing purposes, call timing is rounded up to the next thirty (30) second increment after a minimum initial period of thirty seconds. No volume discounts apply.

MONTHLY RECURRING CHARGES: \$0.00

USAGE CHARGES: \$0.25 per minute

1+ (OUTBOUND) RATES: \$0.25 per minute

Interstate and Intrastate billing increments: 30 seconds initial; 6 second increments.

All Directory Assistance Calls will be billed at \$1.50 per call

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St. Andrews Telecommunications, Inc.
1915 West 24th Street
Lawrence, Kansas 66046

SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D.)

3.5 Inbound Toll-Free Number Service

SAT's Inbound Toll-Free Number service is an 800/888 number service available for Customer use twenty-four (24) hours a day, seven (7) days a week.

Service is terminated through switched access lines. Calls may originate from any valid exchange and terminate to the Customer's location at no charge to the calling party.

For billing purposes, call timing is rounded up to the next full minute increment after a minimum initial period of one (1) minute.

The following rates apply to calls placed from locations in the State of Tennessee:

MONTHLY RECURRING CHARGES: \$10.00

USAGE CHARGES: \$0.250 per minute

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St. Andrews Telecommunications, Inc.
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SECTION 4 - MISCELLANEOUS SERVICE AND RATES

4.1 Directory Assistance

Directory Assistance is available to Customers of St. Andrews Telecommunications, Inc. Directory Assistance charges apply to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance, Per Call \$1.50

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By: Allen Fender, President
St. Andrews Telecommunications, Inc.
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SECTION 5 - PROMOTIONS

5.1 General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

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SECTION 6 - CONTRACT SERVICES

6.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract.

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St. Andrews Telecommunications, Inc.
1915 West 24th Street
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TENNESSEE

ST. ANDREWS TELECOMMUNICATIONS, INC.

ATTACHMENT H

(ST ANDREWS, INC. FINANCIAL STATEMENTS)

ST. ANDREW'S TELECOMMUNICATION, INC.

BALANCE SHEETS

(Reflecting recapitalization as of September 5)

December 31, 2000 is before any audit adjustments

	December 31, 1999	December 31, 2000
ASSETS		
Current Assets:		
Cash	\$ 17,658	\$406,265
Accounts receivable - trade	239,959	1,000,879
Related party accounts receivable	104,762	100,000
Prepaid expenses	1,075	
	<u>363,454</u>	<u>1,507,144</u>
Total Current Assets		
Property and Equipment, net	<u>72,854</u>	<u>120,150</u>
Other Assets		
Intangibles, net	6,861	6,353
Investments	47,355	59,338
Restricted cash	15,000	15,000
Deposits	598	2,225
	<u>69,814</u>	<u>82,916</u>
Total Other Assets		
Total Assets	<u>\$ 506,122</u>	<u>\$1,710,210</u>

LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities:		
Notes payable	274,794	\$348,892
Current portion of long-term debt	2,709	3,052
Accounts payable	252,522	1,181,954
Accrued expenses	2,092,033	29,083
	<u>2,622,058</u>	<u>1,562,981</u>
Total Current Liabilities		
Long-term debt, net of current portion	<u>3,874</u>	<u>822</u>
Total Liabilities	<u>2,625,932</u>	<u>1,563,803</u>
Stockholders' Equity:		
Common Stock Authorized 50,000,000 par value \$.001	5,080	10,263
Outstanding December 31, 1999	5,080,000	
December 31, 2000	10,262,780	
Capital in Excess of Par Value	1,647,920	4,446,373
Retained Earnings Beginning of Period	(2,580,702)	(3,772,810)
Current period Loss	(1,192,108)	(537,419)
	<u>(2,119,810)</u>	<u>146,407</u>
Total Stockholders' Equity		
Total Liabilities and Stockholders' Equity	<u>\$ 506,122</u>	<u>\$1,710,210</u>

ST. ANDREW'S TELECOMMUNICATION, INC.

STATEMENT OF OPERATIONS

(Reflecting recapitalization as of September 5)

Year ended December 31, 2000 is before any audit adjustments

	Year Ended	
	December 31, 1999	December 31, 2000
Sales	\$ 473,660	\$5,631,589
Cost of sales	<u>434,558</u>	<u>4,407,751</u>
Gross profit	39,102	1,223,838
Selling, general and administrative costs	<u>770,450</u>	<u>1,583,427</u>
Operating loss before equity transactions	(731,348)	(359,589)
Compensation in connection with equity transactions	<u>230,000</u>	<u>-</u>
Operating loss	(961,348)	(359,589)
Other expenses:		
Interest on notes payable	13,370	22,453
Interest incurred related to equity transactions	152,245	74,833
Loss from equity investments	<u>65,145</u>	<u>80,544</u>
	<u>230,760</u>	<u>177,830</u>
Net loss	<u>\$ (1,192,108)</u>	<u>(537,419)</u>

St. Andrews Telecommunications, Inc.
Statement of Stockholders Equity

	Shares	Amount	Capital In Excess	Retained Earnings	Total Stockholders Equity
Balance December 31, 1999	5,080,000	\$ 5,080	\$1,647,920	(\$3,772,810)	(\$2,119,810)
Shares issue during period	5,182,963	\$ 5,183	\$2,798,453		\$2,803,636
Current period loss				(\$537,419)	(\$537,419)
Balance December 31, 2000	10,262,963	\$ 10,263	\$4,446,373	(\$4,310,229)	\$146,407